

EXHIBIT A

PHIL G. GIAVASIS
CLERK OF COURTS
STARK COUNTY, OHIO

02 DEC 30 AM 10:45

IN THE COURT OF COMMON PLEAS
DIVISION OF DOMESTIC RELATIONS
STARK COUNTY, OHIO

In the Matter of:	-0-	CASE NO. 2002-DR-01465
CHERYL L. DETLOFF	:	JUDGE: HOFFMAN
Plaintiff	:	
vs.	:	
SCOTT R. DETLOFF	:	
Defendant	-0-	JUDGMENT ENTRY – DECREE FOR DIVORCE

This cause came on for hearing on December 17, 2002, upon the Complaint for Divorce filed by plaintiff, defendant having waived service of summons and the parties having presented to the court an executed Separation Agreement. Based upon the testimony presented and the Separation Agreement executed by and between the parties, the court hereby finds and orders as follows:

1. Defendant waived service of summons of the Complaint as authorized by Civ.R. 4(D) and such waiver and service is hereby approved.

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2. The court finds that plaintiff was a resident of the State of Ohio for more than six (6) months immediately preceding the filing of the Complaint herein and that the court has jurisdiction of this cause of action and of the parties herein.

3. The court further finds that the parties were married as alleged in the Complaint and that two children were born as a result of said marriage, whose names and birth dates are Alexander S. Detloff, born 06/06/1997 and Allison E. Detloff, born 12/09/1998.

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4. The court finds that based upon the testimony and evidence presented that the parties are **INCOMPATIBLE** and that the defendant is guilty of **GROSS NEGLIGENCE OF DUTY** as set forth in the Complaint and the evidence; and by reason thereof, the plaintiff is entitled to a divorce as prayed for in the Complaint.

5. It is therefore **ORDERED, ADJUDGED** and **DECREED** that the plaintiff is hereby divorced from the defendant and the marriage contract is hereby dissolved and both of the parties hereto are released from their obligations pursuant thereto, except as otherwise provided herein.

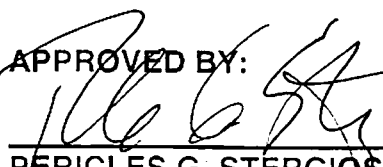
6. The court further finds that the parties have entered into a Separation Agreement that has been submitted by the parties to the court; that the terms and conditions of the Separation Agreement are fair and reasonable; that the Separation Agreement is marked Exhibit "A" and is attached hereto; and said Separation Agreement is incorporated into this Judgment Entry and made a part hereof for all purposes as if fully rewritten herein.

7. The parties are ordered to fulfill each and every obligation imposed by the Separation Agreement.

8. It is further ordered that the costs of this proceeding shall be paid from the deposit previously made with the court and the record herein shall be dispensed with.


JUDGE HOFFMAN

APPROVED BY:


PERICLES G. STERGIOS
Attorney for Plaintiff

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SEPARATION AGREEMENT

2002 DR01465

THIS AGREEMENT is made as of ~~September~~ ^{October 10}, 2002, by and between

Scott R. Detloff ("Husband"), and Cheryl L. Detloff ("Wife"), both of whom represent that:

- A. The parties hereto were married at Nashua, New Hampshire on April 2, 1988;
- B. Two children have been born as issue of their marriage. The children are Alexander S. Detloff, born 06/06/1997 and Allison E. Detloff, born 12/09/1998.
- C. Differences have arisen between the parties and they are now living separate and apart from each other;
- D. The parties hereto desire to, and by this agreement do, settle, determine and provide for a division of all property belonging to the parties or to either of them and, if appropriate, provide for the allocation of parental rights and responsibilities for the care of their minor children, spousal support, child support and visitation or companionship rights.

NOW, THEREFORE, the parties hereto hereby agree as follows:

1. Separation

Each party shall hereafter live separate and apart from the other, and neither shall annoy, molest, interfere with or harass the other in any way or manner, either directly or indirectly.

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EXHIBIT "A"

2. Motor Vehicles

- 2.1 Wife shall have as her own, free and clear of any claim of the Husband, the 1997 Plymouth Voyager automobile.
- 2.2 Wife shall have as her own, free and clear of any claim of the Husband, the 1995 Dodge Intrepid automobile.

3. Household Goods And Furniture

- 3.1 Husband shall retain as his own, free and clear of any claim of Wife, all of the household goods and furniture presently in his possession.
- 3.2 Wife shall retain as her own, free and clear of any claim of Husband, all of the household goods and furniture presently in her possession.

4. Bank Accounts And Pension Benefits

- 4.1 It is agreed that cash and bank accounts owned by the parties will be divided as follows:
 - (a) FirstMerit Checking Account No.2064843405 shall be the sole and exclusive property of Wife.
 - (b) FirstMerit Checking Account No. 4927017552, shall be the sole and exclusive property of Wife.
 - (c) MetLife Mutual Fund Account having a balance of approximately Eight Hundred Dollars and No Cents (\$800.00), shall be the sole and exclusive property of Wife.
- 4.2 Husband shall have and retain as his sole and exclusive property all ownership interest that he has in retirement benefits with his present, past and future employers.

- 4.3 Wife shall have and retain as her sole and exclusive property all ownership interest that she has in retirement benefits with her present, past and future employers.

5. **Real Estate**

- 5.1 Husband and Wife presently own real estate (the "Premises") located at 12198 Georgetown Street, N.E., Paris, Ohio 44669, as the same is further described on Exhibit "A".
- 5.2 Husband shall convey his interest, including dower, in and to the Premises to Wife and Wife shall pay the future monthly payments in the approximate amount of \$1,003.00 and \$260.00 upon both notes secured by both mortgages on the Premises, beginning with the payment due on September 1, 2002, and save Husband harmless from the payment of the same.

6. **Retention Of Separate Assets**

Husband and Wife shall retain all property and assets currently owned by each of them which are not specifically allocated herein, free of any claim of the other.

7. **Miscellaneous**

- 7.1 Husband's personal items and effects shall be the individual property of Husband, free and clear of any claim of Wife.
- 7.2 Wife's personal items and effects shall be the individual property of Wife, free and clear of any claim of Husband.

- 7.3 The party who is allocated the parental rights and responsibilities and designated residential parent and legal custodian of the minor children shall have, free and clear of any claim of the non-custodial parent, all of the children's personal items and effects.

8. **Debts And Obligations Of The Marriage And Tax Returns**

- 8.1 It is the intent and purpose of this agreement to delineate the total financial responsibility and obligation of the Husband to the Wife and the children; and accordingly, except as specified herein, all future obligations incurred by Husband, are to be paid by Husband.
- 8.2 Husband and Wife represent that except as specifically set forth herein, there are no debts outstanding incurred by such party for which the other party may be chargeable.
- 8.3 From the date of this Agreement, neither the Husband nor Wife will incur or contract any debt or obligation whatsoever on account of which the other can or may be charged.
- 8.4 Each party agrees to indemnify and hold harmless the other from all liability or damages arising from any such unpaid debt or obligation incurred hereafter and any undisclosed liability incurred prior to the date hereof.
- 8.5 Wife consents and agrees to pay and save the Husband harmless from payment of the following debts and obligations:
- (a) First Card, account number 4366163034828034, with an approximate balance of \$22,593.66.

(b) FirstMerit Visa with an approximate balance of \$2,000.00.

8.6 The parties shall file separate federal, state and local tax returns for the 2002 tax year.

9. Life Insurance

9.1 Wife agrees to maintain in force and pay the premiums on the life insurance policy presently in effect on the lives of both Husband and Wife, with the MetLife Insurance Company, and to name, as the beneficiaries of said policy, the minor children of the parties. Husband shall execute the necessary designation forms with said policy to name Wife as primary beneficiary of the portion of the policy on Husband's life.

9.2 Wife shall retain as her own, free and clear of any claim of Husband, all insurance policies owned by her.

10. Spousal Support

10.1 The Husband and Wife agree that all of the rights of each to spousal support, both temporary and permanent, are provided for herein and neither Husband nor Wife shall make any demands for spousal support upon the other and that the within agreement shall be a complete settlement of the rights of each with respect to spousal support.

11. **The Allocation of Parental Rights and Responsibilities for the Care of the Minor Children**

11.1 The care, custody, maintenance and control of the minor children of the parties; namely, herein referred to as "minor children", is placed with Wife.

11.2 The Wife shall be designated as the residential parent and legal custodian of the minor children.

12. **Visitation and Companionship**

Husband is currently incarcerated and potential criminal charges are pending against him. He is also being held on a probation holder from Tuscarawas County for a violation of his terms of probation. As such, there will be no order issued with regard to the visitation and companionship rights of Husband and, upon Husband's release, the parties may either agree upon Husband's companionship rights or petition the court for an order regarding the same if the parties cannot agree.

13. **Child Support**

For the reasons stated in Article 12 above, there shall be no child support order issued at this time as Husband has no income nor will he earn any income in the foreseeable future. However, at such time that Husband is released from incarceration, the parties shall modify this agreement to provide for Husband's monthly child support obligation.

14. Medical Expenses

14.1 Wife shall maintain group health insurance for the benefit of each minor child of the parties and will submit for payment to her insurance carrier all ordinary and necessary medical, dental, hospital, optical, prescription and surgical expenses.

14.2 Extraordinary uninsured medical, dental, hospital, optical, prescriptive, psychological and surgical expenses will be paid by Wife.

15. Tax Exemptions

Wife shall be entitled to the federal income tax exemption for each minor child, together with any similar deduction or exemption as to state or local income tax.

16. Attorney Fees

Except as otherwise specifically provided herein, each party shall pay his or her own attorney's fees and any other charges or costs incurred by such party in connection with this agreement or action between the parties for divorce or dissolution of marriage.

17. Complete Settlement

17.1 This agreement shall be a full and complete settlement of the property rights of the parties, each of whom, by the provisions hereof, does release, satisfy and discharge all claims and demands against the other, including rights of dower, spousal support, distributive awards, inheritance, descent and distribution, allowance for year's support, exemption from administration, all rights as a surviving spouse, heir,

legatee, and next of kin in the estate of the other, and in all property which each now owns or may hereafter acquire, except as specifically provided herein.

17.2 This agreement shall be binding upon the heirs, administrators and executors of both Husband and Wife.

18. **Full Disclosure**

Husband and Wife represent to each other and by their signatures hereto swear that they have made a full, complete and correct representation of their current financial status, including, but not limited to, income, obligations, living expenses, assets and liabilities, expectancies and inheritances, each agrees that the financial provisions of this agreement are acceptable and satisfactory to each, without reservation, and each party accepts the provisions of this agreement in lieu of any and all other claims or demands, to the date of this agreement and in the future.

19. **Incorporation Into Decree**

This agreement, including any future amendments, shall be submitted to any court in which a petition for dissolution of marriage or an action between the parties for divorce may be pending and, if found by the court to be fair and equitable, approved or validated by the court, shall be incorporated into the final decree of said court as the order of said court.

20. Implementation of Agreement

- 20.1 At the time of execution of this agreement, each party shall deliver to the other or permit the other party to take possession of all items of property to which each party is entitled under the terms of this agreement and all periodic payments required under the terms of this agreement shall commence unless otherwise specifically set forth herein.
- 20.2 Within 15 days after the journalization of a Decree of Dissolution of the Marriage of the parties or of a Decree of Divorce between the parties, incorporating this agreement and any amendment or modification thereof, each party shall execute and deliver all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement.
- 20.3 In the event that, for any period of 30 consecutive days after the execution of this agreement, there is no Petition for Dissolution of the marriage of the parties or Complaint for Divorce of the parties pending in a court of competent jurisdiction, each party hereto shall execute and deliver to the other party all deeds, conveyances, titles, certificates and other documents or instruments necessary and proper to effectuate all the terms of this agreement at a mutually acceptable time within 15 days after the expiration of said 30 day period.
- 20.4 Upon the failure of either party to execute and deliver any such deed, conveyance, title, certificate or other document or instrument to the other party, this agreement shall constitute and operate as such properly

executed document and the County Auditor and County Recorder and any and all other public and private officials are hereby authorized and directed to accept this agreement or a properly certified copy thereof in lieu of the document regularly required for such conveyance or transfer.

20.5 It is the intent of the parties that this agreement shall be binding whether it is used in a divorce action, an alimony only action, an action for legal separation, or a dissolution of marriage petition and it shall survive dismissal of any such action, whether now pending or hereafter filed.

21. Waiver and Consent

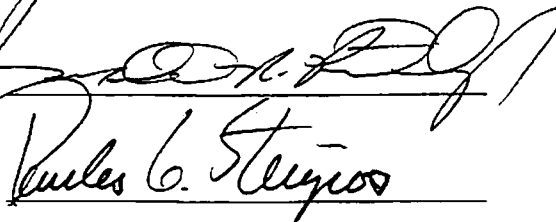
Husband and Wife consent to the filing of a Petition for Dissolution of Marriage on their behalf by the law firm of Stergios & Kurtzman Co., L.P.A., and further consent to said firm representing only Wife the with respect to said action for dissolution of marriage. Further, Husband and Wife consent and agree to the Husband proceeding without an attorney in the dissolution action.

IN WITNESS WHEREOF, the parties have executed this agreement as of the date and year first above written.

Witnesses:




SCOTT R. DETLOFF


Nicholas C. Stergios

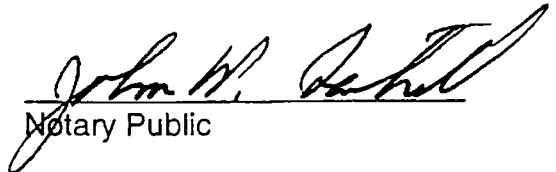

CHERYL L. DETLOFF

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STATE OF OHIO
SS:
STARK COUNTY

Before me, a Notary Public, in and for said county, personally appeared the above named **SCOTT R. DETLOFF**, known to me to be the party described in and who executed the foregoing instrument and acknowledged that he executed the same as his free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Massillon, Ohio, this 4th day of ~~September~~ ^{October}, 2002.

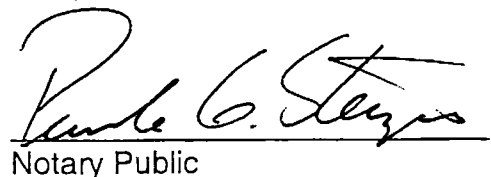

Notary Public

John M. Gartrell, Atty at Law
Notary Public, State of Ohio
No Expiration Date

STATE OF OHIO
SS:
STARK COUNTY

Before me, a Notary Public, in and for said county, personally appeared the above named **CHERYL L. DETLOFF**, known to me to be the party described in and who executed the foregoing instrument and acknowledged that she executed the same as her free act and deed for the uses and purposes therein mentioned.

IN WITNESS WHEREOF, I have hereunto subscribed my name and affixed my official seal at Massillon, Ohio, this 10 day of ~~September~~ ^{October}, 2002.


Notary Public

PERICLES G. STERGIOS, Attorney At Law
Notary Public - State of Ohio
My Commission Has No Expiration Date

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